

September 13th, 2007
Commission's Secretary
Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Room TW-A325
Washington, DC 20554
Deena Shetler: deena.shetler@fcc.gov
FCC Contractor: fcc@bcpiweb.com

Re: WC Docket No. 06-210
CCB/CPD 96-20

Dear Deena

To follow on page 3 is exhibit A which is an August 29th 2007 letter sent to AT&T counsel Richard Brown.

This letter was emailed to the FCC but has not been added to the FCC server to eventually transfer the record to the DC Circuit. It is likely that AT&T will eventually appeal the FCC decision against it simply to further delay justice.

AT&T bogusly asserted to the FCC that under 2.1.8 the transferor CCI on its "traffic only" transfer transfers its shortfall and termination obligations and remains jointly and severally liable for S&T liability.

As the Commission is aware the remaining jointly and severally liable provision under 2.1.8 only pertains to a "former" customer-not a customer. CCI remained an AT&T customer because it kept its plan and control of it, and therefore remained responsible for shortfall and termination liability as per 3.3.1Q bullet 10. As per 2.1.8 (c) the "remaining jointly and severally liable" provision is only enacted against the former CSTPII/RVPP plan holder customer to remain liable for shortfall and termination liability.

AT&T shows no tariff evidence but loves to keep making up nonsense regarding how its tariff should be interpreted.

AT&T's latest fairy tale that S&T obligations transfer on a "traffic only" transfer and the joint and several liability provision for S&T liability applies to non plan transfers, is in direct conflict with what its tariff states and has led to additional inconsistencies within AT&T's tariff.

Due to AT&T's attempt scam the FCC within the "traffic only" transfer case it would mean that AT&T's customers' could easily get rid of its revenue commitments by simply restructuring its CSTPII/RVPP plan.

In fact the AT&T bogus interpretation of 2.1.8 would actually mean that AT&T was in violation of imposing shortfall and termination charges in June 1996 against petitioners.

Petitioners counsel Mr Arleo recognized the scam job AT&T was trying to pull off on the FCC with its bogus 2.1.8 interpretation and asked AT&T to address its interpretation.

It has been two weeks and of course AT&T simply chose to bury its head instead of responding because AT&T knew it was trying to again scam the Commission with its bogus 2.1.8 joint and several liability interpretation.

AT&T simply got snagged again in another one of its numerous attempts to con the Commission. The lack of an AT&T response to the letter at exhibit A is conspicuous by its absence and actually speaks volumes without an AT&T response.

See pages 20 -21 in petitioners 8/23/07 FCC filing for a detailed explanation of the following:

ATT's 2.1.8 Interpretation is so Absurd that
if the Revenue Commitment/S&T Obligations Were Actually Transferred
In Petitioners Previous 1993 and 1994 "Traffic Only" Transfers
AT&T Automatically Losses the June 1996 Shortfall Issue

This section will show what happens when you make up nonsense in one tariff section and the conflict it causes in other tariff sections.

Respectfully Submitted
Petitioner's:
One Stop Financial, Inc
Winback & Conserve Program, Inc.
Group Discounts, Inc.
800 Discounts, Inc

/s/ Al Inga

EXHIBIT A

ARLEO & DONOHUE, L.L.C.
ATTORNEYS AT LAW

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September 13, 2007

Richard Brown, Esq.
Pitney Hardin Kipp & Szuch, LLP
P.O. Box 1945
Morristown, NJ 07962

Re: Combined Companies, Inc., et al. v. AT&T
Civil Action No. 95-908

Dear Richard:

I had the opportunity recently to review AT&T's filings with the FCC. As I understand it, AT&T's position is that under its FCC Tariff No. 2, a transferor remains jointly and severally liable on a "traffic-only" transfer. If that is AT&T's position, it appears that my client is entitled to summary judgment on the June 1996 shortfall and termination infliction case. Stated differently, it appears that AT&T's position in this case is wholly inconsistent with its position in the June 1996 case.

However, before contacting Judge Wigenton to request permission to lift the stay on the June 1996 shortfall and termination case, I am writing to give you the

opportunity to explain why my understanding of AT&T's position may not be accurate. Would you kindly advise.

Very truly yours,

Frank P. Arleo

FPA:hm

cc: Alfonse G. Inga